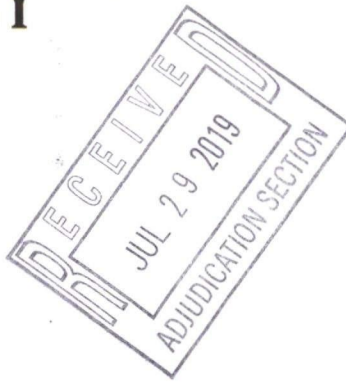




July 26, 2019

United States Department of the Interior  
BOEM GOMR Office of Leasing and Plans  
1201 Elmwood Park Boulevard  
New Orleans, LA 70123-2394  
Attn: Adjudication Unit



RE: Non-Required Filing  
Assignment and Bill of Sale  
MC 992, OCS-G 24133 and MC 993, OCS-G 24134

Ladies and Gentlemen:

Please find enclosed two (2) copies of that certain Assignment and Bill of Sale effective April 1, 2018 by and between Marathon Oil Company (GOM No. 00724) as Assignor and Fieldwood Energy LLC (GOM No. 03295) as Assignee.

We submit to the Bureau of Ocean Energy Management for "filing purposes only" the Assignment. We kindly ask that the Assignment be recorded in the files maintained for the above referenced lease under the document type described as **Category 7 – Contracts, Agreements and Conveyances**. We ask that one stamped copy of the recorded Assignment be returned to the undersigned via the pre-paid UPS label provided.

Also enclosed is a pay.gov receipt in the amount of \$58.00 for applicable filing fees.

Please do not hesitate to contact me at 713-969-1237 or at [lacy.clark@fwellc.com](mailto:lacy.clark@fwellc.com) should you have any questions regarding this transmittal.

Kind regards,  
**Fieldwood Energy LLC**

A handwritten signature in blue ink that reads 'Lacy Clark'.  
Lacy Clark

# Plaquemines Parish Recording Page

Kim Turlich-Vaughan  
Clerk of Court  
PO Box 40  
Belle Chasse, LA 70037  
(504) 934-6610

**Received From :**  
Attn: LACY CLARK  
FIELDWOOD ENERGY LLC  
2000 W. SAM HOUSTON PKWY SOUTH  
SUITE 1200  
HOUSTON, TX 77042

**First VENDOR**

MARATHON OIL CO

**First VENDEE**

FIELDWOOD ENERGY LLC

**Index Type :** CONVEYANCE  
**Type of Document :** ASSIGNMENT  
**Recording Pages :** 21

**File Number :** 2019-00002252  
**Book :** 1413 **Page :** 12

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Plaquemines Parish, Louisiana.

**On (Recorded Date) :** 07/15/2019  
**At (Recorded Time) :** 2:15:30PM



Doc ID - 005233310021

CLERK OF COURT  
KIM TURLICH-VAUGHAN  
Parish of Plaquemines  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 07/15/2019 at 2:15:30  
Recorded in Book 1413 Page 12  
File Number 2019-00002252



*Victoria Johnson*  
Deputy Clerk

**Return To :** Attn: LACY CLARK

**ASSIGNMENT AND BILL OF SALE**  
**(Innsbruck)**

THIS ASSIGNMENT AND BILL OF SALE (this "**Assignment**"), effective as of April 1, 2018 (the "**Effective Date**"), is made by Marathon Oil Company, an Ohio corporation ("**Assignor**"), whose address is 5555 San Felipe, Houston, Texas 77056, to Fieldwood Energy LLC, a Delaware limited liability company ("**Assignee**") whose address is 2000 W. Sam Houston Pkwy S., Suite 1200, Houston, Texas 77042. In this Assignment, Assignor and Assignee are each referred to as a "**Party**" and collectively as the "**Parties**".

**ARTICLE I**  
**DEFINITIONS**

**1.1 Definitions.** Capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Purchase and Sale Agreement (as defined below). The following terms shall have the meanings set forth below:

"**Affiliate**" means with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one or more intermediaries or otherwise. For purposes of this definition, "control" shall mean the ownership, legally or beneficially, directly or indirectly, of fifty percent (50%) or more of the voting shares or membership interest of any company or corporation or business entity.

"**Assets**" means:

- (a) all of Assignor's right, title and interest in and to the Leases;
- (b) a corresponding interest in:
  - (i) the Facilities;
  - (ii) all easements, servitudes, rights-of-way, surface leases, and other rights or interests appurtenant to, to the extent used or held for use in connection with, the Leases (excluding, in each case, Permits, which are addressed in sub-clause (vi) below);
  - (iii) all pipeline laterals, flowlines, gathering lines and other personal property located on the Leases or purchased for the joint account under a Joint Operating Agreement;
  - (iv) all Hydrocarbons within, produced from or attributable to the Leases from and including the Effective Date, including Hydrocarbons produced into storage tanks, pipeline or other



storage facilities and all linefill, and all proceeds or accounts receivable resulting from the sale of any such Hydrocarbons;

- (v) the Contracts to which Assignor is a party and by which the Assets are bound or subject limited, in each case, to the extent that such Contracts are used in connection with, or relate to, the Assets, and are transferable;
  - (vi) all Third Party geological, geophysical and other seismic data to the extent transferable without penalty or payment, or if transferable with penalty or payment for which Assignee, in its sole discretion, has paid or agreed to pay such penalties or payments;
  - (vii) to the extent transferable (with consent, if applicable), all Permits, any variances or waivers related thereto and applications therefor to the extent relating to the Assets;
  - (viii) to the extent transferable (with consent, if applicable), all right to indemnities and releases from Third Parties to the extent relating to the Assets; and
- (c) the Records,

but excepting, excluding, and reserving to Assignor, in all such instances, the Excluded Assets.

**“Assumed Obligations”** means:

- (a) all obligations and liabilities other than PAD Obligations, known or unknown, with respect to the Assets, only to the extent such obligations or liabilities arose on or after the Effective Date, including (i) obligations and liabilities relating in any manner to the Material Contracts or the condition, use, ownership, or operation of the Assets and (ii) all Environmental Liabilities and Environmental Obligations, in each case as to clauses (i) and (ii), only to the extent such obligations or liabilities arose on or after the Effective Date; and
- (b) all PAD Obligations (regardless of ultimate value), regardless of whether such obligations or liabilities arose prior to, on, or after the Effective Date;

provided that Assignee does not assume any obligations or liabilities of Assignor to the extent that they are attributable to (i) the Excluded Assets, (ii) the ownership, use, or operation of any Excluded Assets, (iii) any Taxes specifically allocated to Assignor under Section 7.6 (Tax Matters) of the Purchase and Sale Agreement, or (iv) Retained Matters.



**"BOEM/BSEE"** means the United States of America Department of the Interior, Bureau of Ocean Energy Management or United States of America Department of the Interior, Bureau of Safety & Environmental Enforcement, as applicable, or any successor agency or agencies.

**"Burden"** means any and all royalties (including lessor's royalty), overriding royalties, production payments, net profits interests and other burdens upon, measured by or payable out of production (excluding, for the avoidance of doubt, any Taxes).

**"Business Records"** means all lease files, land files, well files, well information, well data bases, production records, revenue and joint interest billing account information, Tax records (other than with respect to income, franchise or similar Taxes), records of compliance with Environmental Laws, Permits, division order files, abstracts, title opinions and contract files, in Assignor's possession insofar as such documents relate to the Leases.

**"CERCLA"** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

**"Claims"** means any claim, demand, liability, loss, damage, proceeding, cause of action judgment, award or expense (including court costs, attorneys' fees and other litigation and dispute resolution costs), whether arising by Law, contract, tort, voluntary settlement or otherwise.

**"Contract"** means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, commitment or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

**"Direct Claim"** means any Claim asserted by an Indemnified Party on account of Losses that do not result from a Third Party Claim.

**"Environmental Law"** means any Law relating to the environment, health or safety, Hazardous Material (including the use, handling, transportation, production, Release, treatment, storage, recycling, or disposal thereof), Hydrocarbons (including the use, handling, transportation, production, Release, treatment, storage, recycling, or disposal thereof), or the environmental conditions on, under, or about any property owned, leased or operated at any time by Assignor, including soil, sediment, surface water, groundwater, and indoor and ambient air conditions or the reporting, response to or remediation of environmental contamination required by a Governmental Authority, including the Clean Air Act, the Federal Water Pollution Control Act, as amended, the Rivers and Harbors Act of 1899, as amended, the Oil Pollution Act of 1990, as amended, the Safe Drinking Water Act, as amended, the CERCLA, the Superfund Amendments and Reauthorization Act of 1986, as amended, the RCRA, the Hazardous and Solid Waste Amendments Act of 1984, as amended, the Toxic Substances Control Act, as amended, the Endangered Species Act, as amended, the Occupational Safety and Health Act, as amended, and the Hazardous Materials Transportation Act, as amended, any

similar provisions under state, regional or local laws, and any regulations promulgated thereunder, as amended.

**“Environmental Liability”** means an alleged violation of Environmental Law or other liability under Environmental Law with respect to an Asset.

**“Environmental Obligations”** means all obligation, responsibility and liability for:

- (a) the environmental condition of the Assets;
- (b) environmental pollution or contamination in respect of or released from the Assets, whether of the soil, surface, seafloor, subsurface, sea, groundwater, air or otherwise by Hydrocarbons, brine, Hazardous Materials, asbestos, NORM or other substance;
- (c) the environmental clean-up of the Assets, including any clean-up response and the cost of remediation, control, assessment or compliance with respect to soil, surface, seafloor, subsurface, sea, groundwater, air or other pollution;
- (d) disposal of any Hazardous Materials and products generated by or used in connection with the ownership, operation, or maintenance of the Assets;
- (e) any Environmental Liability; and
- (f) any Losses, Direct Claims or Third Party Claims relating to the foregoing.

**“Excluded Assets”** means:

- (a) Excluded Records;
- (b) Seller Marks;
- (c) Assignor's or its Affiliates' proprietary or licensed software, patents, trade secrets, copyrights, names, trademarks, logos and other intellectual property;
- (d) any leased equipment or other equipment and property that may be located on a Lease, pipelines, fixtures and other equipment which belong to Third Parties such as lessors, purchasers or transporters of Hydrocarbons;
- (e) the Retained Assets;
- (f) all claims and causes of action of Assignor or its Affiliates arising under or with respect to any Contract that are attributable to the period of time prior to the Effective Date or associated with items included as part of the Excluded Assets or for which Assignor is required to provide indemnification to Assignee;
- (g) any claims of Assignor or its Affiliates arising under any joint venture audits to



the extent such audits relate to the Assets prior to the Effective Date;

- (h) all rights and interests of Assignor or its Affiliates (to the extent such rights and interests are not expressly included as part of the Assets):
  - (i) under any indemnity agreement;
  - (ii) under any bond or similar instrument; and
  - (iii) to any condemnation proceeds or awards;
- (i) any Taxes, Tax refunds or Tax carry-forward amounts attributable to the Assets prior to the Effective Date or to Assignor's business generally;
- (j) all property, rights (including operating rights) and assets of Assignor not included within the definition of Assets, including the Excluded P&A Wells; and
- (k) all of Assignor's insurance policies in force and effect in relation to the Assets, if any, and all rights and interests thereto arising before or after Closing.

**"Excluded P&A Wells"** means any wells located on the Leases that have been permanently Plugged and Abandoned prior to the Closing Date, including those set forth on Exhibit B (Excluded P&A Wells).

**"Excluded Records"** means:

- (a) all corporate, financial, income and franchise Tax and legal records of Assignor that relate to Assignor's business generally (whether or not relating to the Assets);
- (b) any records to the extent disclosure or transfer is restricted by any Third Party license or secrecy agreement, other Third Party Contract or applicable Law;
- (c) all privileged or confidential information, including legal records and legal files of Assignor and all other work product of and attorney-client communications with any of Assignor's legal counsel;
- (d) personnel records;
- (e) records relating to the sale of the Assets, including bids received from and records of negotiations with Third Parties;
- (f) internal valuations and price forecasts;
- (g) all Technical Data;
- (h) the Excluded Contracts; and



- (i) any records with respect to the Excluded Assets.

**“Facilities”** means all platforms, facilities, including any processing systems, compressors, tanks, machinery, equipment, fixtures, inventory (other than Excluded Assets), tools and other personal property (but excluding personal computers and peripheral computer equipment and telecommunications equipment unless purchased for the joint account under a Joint Operating Agreement) which have been charged to the joint account under a Joint Operating Agreement but only if:

- (a) located on a Lease;
- (b) used exclusively in connection with the development, operations or production from such Lease; or
- (c) stored by Assignor or a Third Party contractor or supplier of Assignor at an offsite location if purchased for the joint account under a Joint Operating Agreement;

**“Field Operator”** means an “Operator,” as such term is defined in the Joint Operating Agreements.

**“Governmental Authority”** means any national, state, county or municipal government, domestic or foreign, any agency, board, bureau, commission, court, department or other instrumentality of any such government, or any arbitrator in any case that has jurisdiction over a Party or any of its respective properties or assets.

**“Hazardous Material”** means:

- (a) any “hazardous substance,” as defined by CERCLA;
- (b) any “hazardous waste” or “solid waste,” in either case as defined by RCRA or any applicable state counterpart;
- (c) any solid, hazardous, dangerous or toxic chemical, material, waste or substance, NORM, or any contaminant or pollutant, as those or similar terms are defined or regulated by any Environmental Law;
- (d) any asbestos containing materials in any form or condition;
- (e) any polychlorinated biphenyls in any form or condition; or
- (f) any hazardous air pollutant which is so designated by the Clean Air Act or the U.S. Environmental Protection Agency.

**“Hydrocarbons”** means crude oil, natural gas, casinghead gas, condensate, sulphur, natural gas liquids, plant products and other liquid or gaseous hydrocarbons produced in association therewith, including coalbed methane gas, CO<sub>2</sub>, helium and all other minerals of every kind and character that may be covered by or included in any of the Assets.

**"Indemnified Party"** means a Person entitled to seek indemnification under the Purchase and Sale Agreement.

**"Joint Operating Agreement"** means (i) that certain Offshore Operating Agreement dated effective as of November 1, 2011, among Seller, Statoil USA E&P Inc., and Woodside Energy (USA) Inc., covering OCS-G 24134, south one-half (S/2) of Mississippi Canyon Block 993, Gulf of Mexico, as amended, and (ii) the operating agreement deemed to cover OCS-G 24133, south one-half (S/2) of Mississippi Canyon Block 992, Gulf of Mexico, pursuant to that certain Area of Mutual Interest Agreement dated as of June 11, 2012, among Seller, Statoil USA E&P Inc., and Woodside Energy (USA) Inc.

**"Law"** means any federal, state, local or foreign law (including common law), statute, ordinance, regulation, rule, code, decree or other requirement or rule of law, including Notices, Letters and Information to Lessees and Operators.

**"Leases"** means the oil and gas leases (or portions thereof) listed on Exhibit A (Leases), limited to the interests in such Hydrocarbon leases and subject to any reservations or depth restrictions that are specified on Exhibit A (Leases).

**"Liens"** means any lien, mortgage, security interest, pledge, deposit, restriction, Burden, charge, adverse claim, encumbrance, rights of a vendor under any title retention or conditional sale agreement, or lease or other arrangement substantially equivalent thereto, preferential arrangement or restriction or limitation of any kind, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (including any Contract granting any of the foregoing).

**"Losses"** means any and all liabilities, damages, losses, costs, and expenses (including reasonable attorneys' and consultants' fees and expenses).

**"Material Contracts"** means those contracts set forth on Exhibit F (Material Contracts).

**"NORM"** means naturally occurring radioactive material.

**"PAD Obligations"** means all plugging, abandonment, removal, restoration and decommissioning obligations with respect to the Assets, including all obligations under 30 CFR 250.1700 et seq. or any successor regulations or any other applicable Law or any Lease or Contract, regardless of whether such obligations arise, relate or are attributable to the ownership or operation of the Assets prior to or after the Effective Date, including the obligations to:

- (a) end Hydrocarbon operations in respect of such Assets;
- (b) permanently plug and abandon (or re-plug) any and all wells (other than the Excluded P&A Wells (except as set forth in Section 7.12 of the Purchase and Sale



Agreement)) and wellbores (whether producing, not producing or abandoned or plugged prior to or after the Effective Date), water source, water injection and other injection and disposal wells and systems located on the Leases;

- (c) decommission, remove and dispose of all Facilities and any other structures, equipment and facilities, including platforms, templates, pipelines and flowlines;
- (d) remove obstructions and restore and remediate each Lease and wellsite associated with the Assets, including the surface, sea floor and subsurface;
- (e) cleanup and dispose of any equipment or materials contaminated with NORM; and
- (f) perform all other obligations relating to the foregoing that arise by Contract, Lease terms, applicable Law or demands or requirements of Governmental Authorities, including the obtainment of any approvals needed from and submission of reports required by the BOEM/BSEE or other Governmental Authority,

all to be performed in a good and workmanlike manner and in accordance with the obligations of applicable Contracts, Lease terms, applicable Law and requirements or demands of Governmental Authorities, and it being understood that the above obligations shall not apply to Excluded Assets.

**"Party"** and **"Parties"** have the respective meanings given to such terms in the preamble.

**"Permits"** means authorizations, licenses, permits or certificates issued by Governmental Authorities.

**"Person"** means any individual, firm, corporation, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or any other entity of any kind.

**"Preferential Purchase Right"** means preferential purchase right, right of first refusal, right of first offer, or similar right held by a Third Party under the Joint Operating Agreements or any other joint operating agreement pertaining to any of the Leases or part thereof.

**"Purchase and Sale Agreement"** means that certain Purchase and Sale Agreement dated June 20, 2018, by and between Assignor, as seller, and Assignee, as buyer, pertaining to the sale and purchase of the Assets, among other related matters expressly provided for therein.

**"RCRA"** means the Resource Conservation and Recovery Act of 1976, as amended.



**“Record Title Interest”** means, as to all depths, with respect to any Lease, the undivided, fractional or percentage share of all right, title and interest in such Lease granted to the original lessee (or lessees) by BOEM/BSEE, including an equal undivided, fractional or percentage share of the operating rights in such lease

**“Records”** means the Business Records that relate to the Assets but not the Excluded Records.

**“Release”** means any spilling, leaking, pumping, pouring, emitting, discarding, abandoning, emptying, discharging, disposing, migrating, injecting, escaping, leaching or dumping.

**“Retained Assets”** means those Assets not conveyed to Buyer due to the exercise of any Preferential Purchase Rights.

**“Seller Marks”** means Assignor’s name and other trademarks, service marks and trade names owned by Assignor or its Affiliates

**“Taxes”** means all taxes, assessments, charges, duties, fees, levies, imposts, or other similar charges imposed by a Governmental Authority, including all income, franchise, profits, margins, capital gains, capital stock, transfer, gross receipts, sales, use, transfer, service, occupation, ad valorem, real or personal property, excise, severance, windfall profits, customs, premium, stamp, license, payroll, employment, social security, unemployment, disability, environmental, alternative minimum, add-on, value-added, withholding and other taxes, any taxes of another Person for franchise tax in the applicable state arising out of Assignor’s inclusion in a combined tax report with such Person, and assessments, charges, duties, fees, levies, imposts, or other similar charges of any kind, and all estimated taxes, deficiency assessments, additions to tax, penalties and interest with respect to taxes, whether disputed or otherwise.

**“Technical Data”** means (i) all geophysical, geological and seismic data proprietary or licensed to Assignor or its Affiliates including all processed, reprocessed and derivative products, and related rights and (ii) all Third Party geological, geophysical and other seismic data to the extent such data relates to the Leases and is not transferable without penalty or payment or is transferable with penalty or payment but Assignee has not paid or agreed to pay such penalties or payments.

**“Third Party”** means a Person other than a Party or its Affiliates.

**“Third Party Claim”** means a Claim asserted against an Indemnified Party by a Third Party.

**“Transaction”** means the Assignee acquiring the Assets from Assignor in exchange for: (i) the Purchase Price and (ii) the assumption by Assignee of the Assumed Obligations, as further described in the Purchase and Sale Agreement.

## 1.2 **Interpretation.**

- (a) References to the preamble or recitals, or to a "Section", "Schedule" or "Exhibit", means the preamble or recitals, or a Section, Schedule or Exhibit, to this Assignment.
- (b) The preamble, recitals, Schedules and Exhibits form a part of this Assignment.
- (c) References to "herein", "hereby", "hereunder", "hereof" and similar expressions are references to this Agreement and not to any particular Section, Schedule or Exhibit.
- (d) References to a Party or Person include references to such Party's or Person's successors or assigns (immediate or otherwise).
- (e) Words importing the singular include the plural and vice versa.
- (f) Words importing gender include the masculine, feminine and neutral genders.
- (g) The use of headings is for convenience of reference only and does not affect the construction or interpretation of this Assignment.
- (h) The words "include" or "including" mean "including without limitation."
- (i) Any reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
- (j) Any reference to a statutory provision includes such provision as from time to time modified or re-enacted or consolidated, whether before, on or after the Execution Date so far as such modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Assignment prior to Closing, except to the extent that any statutory provisions made or enacted after the Execution Date would create or increase the liability of Assignor under, the Purchase and Sale Agreement, this Assignment or any other Transaction documents.
- (k) If there is any conflict or inconsistency between a term in the main part of this Assignment and a term in any of the Schedules, Exhibits or other document referred to or otherwise incorporated into this Agreement, the term in the main part of this Assignment will prevail to the extent of such conflict or inconsistency.



## **ARTICLE II** **ASSIGNMENT**

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, transfer, convey, set over, assign and deliver unto Assignee, subject to the terms and provisions of this Assignment, the Assets.

**TO HAVE AND TO HOLD** all of the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and its successors, legal representatives and assigns forever, subject to the terms, conditions, and reservations of this Assignment.

Notwithstanding anything to the contrary contained herein, Assignor hereby expressly excludes, and Assignor expressly reserves all of its right, title and interest in and to the Excluded Assets.

## **ARTICLE III** **TITLE; DISCLAIMERS**

**3.1    Title.** The assignment under this Agreement is made, delivered and accepted:

- (a) without warranty of title, express or implied, including any warranty as to merchantability, quality, quantity, or fitness for a particular purpose, except however as to any claims by another Person claiming interest in Assignor's Record Title Interest in the Leases, by, through and under Assignor but not otherwise;
- (b) subordinate and expressly subject to the Joint Operating Agreements;
- (c) subject to the assumption by Assignee of the Assumed Obligations, including those under any applicable operating agreements; and
- (d) free and clear of any claims, Burdens, mortgage, pledge, lien, production payment or net profits interest or any similar encumbrance, except Permitted Encumbrances.

**3.2    Disclaimers.**

- (a) **DISCLAIMERS.**    **THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED HEREIN AND IN THE PURCHASE AND SALE AGREEMENT (collectively, the "Assignor's Warranties") ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ASSIGNOR, THE**



ASSETS, THE TRANSACTION OR ANY OTHER MATTERS THAT ARE THE SUBJECT OF THE ASSIGNOR'S WARRANTIES. ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (I) TITLE TO ANY OF THE ASSETS (EXCEPT FOR THE SPECIAL WARRANTY OF TITLE REFERENCED IN SECTION 3.1(a)), (II) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION RELATING TO THE ASSETS, (III) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ASSETS, (IV) ANY ESTIMATES OF THE VALUE OF THE ASSETS OR FUTURE REVENUES TO BE GENERATED BY THE ASSETS, (V) THE PRODUCTION OF OR ABILITY TO PRODUCE HYDROCARBONS FROM THE ASSETS, (VI) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN OR MARKETABILITY OF THE ASSETS, (VII) THE EXPECTED COST OR TIMETABLE FOR INCURRING PAD OBLIGATIONS, (VIII) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY ASSIGNOR, ITS AFFILIATES OR THIRD PARTIES WITH RESPECT TO THE ASSETS, (IX) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO ASSIGNEE OR ITS AFFILIATES OR ANY OF THEIR REPRESENTATIVES IN CONNECTION WITH THE TRANSACTION OR ANY DISCUSSION OR PRESENTATION RELATING THERETO AND (X) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT. EXCEPT AS AND TO THE LIMITED EXTENT EXPRESSLY REPRESENTED OTHERWISE IN SECTION 5 OF THE PURCHASE AND SALE AGREEMENT (REPRESENTATIONS AND WARRANTIES OF ASSIGNOR), ASSIGNOR FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF MERCHANTABILITY, FREEDOM FROM LATENT VICES OR DEFECTS, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OF ANY OF THE ASSETS, RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT ASSIGNEE SHALL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE),



AND THAT ASSIGNEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ASSIGNEE EXPRESSLY WAIVES ANY RIGHTS TO PURSUE ANY RIGHTS AGAINST ASSIGNOR RELATING TO THE CONDITION OF THE ASSETS UNDER LOUISIANA REDHIBITION LAWS.

- (b) **CONSPICUOUS.** ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS ARTICLE ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

#### **ARTICLE IV** **ASSUMPTION OF LIABILITIES**

**4.1 Assumption by Assignee.** Subject to and conditioned by the terms and provisions of the Purchase and Sale Agreement, Assignee agrees to fulfill, perform, pay and discharge (or cause to be fulfilled, performed, paid and discharged) the Assumed Obligations.

**4.2 Contracts.** Assignee is taking the Assets subject to the terms of each Material Contract, and hereby assumes and agrees (in each case) to fulfill, perform, pay and discharge all of Assignor's obligations thereunder to the extent attributable to the Assets on and after the Closing Date or earlier as the same may be included in the Assumed Obligations.

#### **ARTICLE V** **MISCELLANEOUS**

**5.1 Construction.** The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment. Assignor and Assignee acknowledge that they have participated jointly in the negotiation and drafting of this Assignment and as such they agree that if an ambiguity or question of intent or interpretation arises hereunder, this Assignment shall not be construed more strictly against one party than another on the grounds of authorship.

**5.2 Governmental Approvals.** For governmental filing and approval purposes, Assignor and Assignee may execute separate assignment instruments with respect to certain of the Assets utilizing forms required by a governmental entity, including BOEM Form 0150 (Assignment of Record Title Interest in Federal OCS Oil and Gas Lease). The interests in any of the Assets conveyed as a result of such separate assignments are the same, and not in addition to, the interests in such Assets conveyed pursuant to this Assignment. Where separate assignments of the Assets have been or will be executed for filing with, and approval by, applicable Governmental Authorities, any such separate assignments (a) shall evidence this Assignment and assignment of the applicable Assets herein made and shall not constitute any additional assignment of such Assets, (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and are

not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee and (c) shall be deemed to contain all of the terms and provisions of this Assignment as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

**5.3 Further Assurances.** Assignor and Assignee agree to execute such additional transfers and other documents as may be necessary in order to accurately transfer of record all Assets owned by Assignor intended to be conveyed to Assignee pursuant to the terms and provisions of this Assignment.

**5.4 No Third Party Beneficiaries.** Nothing in this Assignment shall provide any benefit to any Third Party or entitle any Third Party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties hereto that this Assignment shall otherwise not be construed as a Third Party beneficiary contract.

**5.5 Assignment.** This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**5.6 Purchase and Sale Agreement.** Should any terms of this Assignment conflict with the terms of the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall control. There shall be no merger of any of the Purchase and Sale Agreement with this Assignment; rather, the Purchase and Sale Agreement shall survive the granting of this Assignment.

**5.7 Governing Law and Jurisdiction.**

- (a) **Governing Law.** This Assignment, other documents delivered pursuant hereto and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to principles of conflicts of laws that would result in the application of the laws of another jurisdiction.
- (b) **Forum.** The Parties agree that the appropriate, exclusive, and convenient forum for any disputes between any of the Parties arising out of this Agreement or the Transaction shall be in any state or federal court in Harris County, Texas, and each of the Parties irrevocably submits to the jurisdiction of such courts solely in respect of any Legal Proceeding arising out of or related to this Agreement. The Parties further agree that the Parties shall not bring suit with respect to any disputes arising out of this Agreement or the Transaction in any court or jurisdiction other than the above specified courts. The Parties further agree, to the extent permitted by Law, that a final and non-appealable judgment against a Party in any action or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment. Except to the extent that a different determination or finding is mandated due to the applicable Law being that of a different jurisdiction, the Parties



agree that all judicial determinations or findings by a state or federal court in Harris County, Texas with respect to any matter under this Agreement shall be binding.

- (c) **Jurisdiction.** To the extent that any Party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such Party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Agreement, and (ii) submits to the personal jurisdiction of any court described in Section 5.6 (b) (Forum) above.

- (d) **Waiver.** **The Parties agree that they hereby irrevocably waive the right to trial by jury in any action to enforce or interpret the provisions of this Agreement.**

**5.7 Counterpart Execution.** This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment, but each counterpart shall be considered an original.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Assignment is executed by the parties on the date of their respective acknowledgments below, but shall be effective for all purposes as of the Effective Date.

**WITNESSES:**

By: [Signature]  
Name: JEFF FANTUZZO

By: [Signature]  
Name: KIMBERLY B. HILL

**WITNESSES:**

By: [Signature]  
Name: JEFF FANTUZZO

By: [Signature]  
Name: FORD A. PETERS

**ASSIGNOR:**

**MARATHON OIL COMPANY**

By: [Signature]  
Name: Lee M. Tillman  
Title: President and Chief Executive Officer



**ASSIGNEE:**

**FIELDWOOD ENERGY LLC**

By: [Signature]  
Name: John H. Smith  
Title: Sr. Vice President, Business Development



STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on July 30, 2018, by **Lee M. Tillman**, as **President and Chief Executive Officer of Marathon Oil Company**, an Ohio corporation, on behalf of said corporation.



Julia A. Melendez  
Notary Public in and for the State of Texas

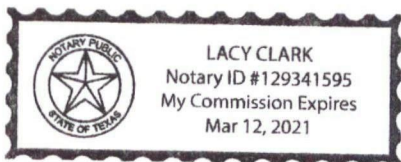
Name: JULIA A. MELENDEZ

My Commission Expires: 2-22-2020

[Seal]

STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on August 1, 2018, by **John H. Smith**, as **Sr. Vice President, Business Development of Fieldwood Energy LLC**, a Delaware limited liability company, on behalf of said limited liability company.



Lacy Clark  
Notary Public in and for the State of Texas

Name: Lacy Clark

My Commission Expires: March 12, 2021

[Seal]

## EXHIBIT "A"

ATTACHED TO AND MADE A PART OF A CERTAIN ASSIGNMENT AND  
BILL OF SALE MADE EFFECTIVE APRIL 1, 2018 BY AND BETWEEN  
MARATHON OIL COMPANY AND FIELDWOOD ENERGY LLC

### The "Leases"

PROSPECT	LEASE	ORIGINAL LESSOR	ORIGINAL LESSEE(S)	BLOCK	LEGAL	DEPTH
Innsbruck	OCS-G 24133	United States of America	Nexen Petroleum Offshore U.S.A. Inc. & BHP Petroleum (Deepwater) Inc.	Mississippi Canyon 992	S/2 only	All
Innsbruck	OCS-G 24134	United States of America	Woodside Energy (USA) Inc. & Marathon Oil Company	Mississippi Canyon 993	S/2 only	All



## EXHIBIT "B"

ATTACHED TO AND MADE A PART OF A CERTAIN ASSIGNMENT AND  
BILL OF SALE MADE EFFECTIVE APRIL 1, 2018 BY AND BETWEEN  
MARATHON OIL COMPANY AND FIELDWOOD ENERGY LLC

### The "Excluded P&A Wells"

LEASE	API	OPERATOR	WELL	SUFFIX	STATUS
OCS-G 24134	60-817-41185-00	Marathon Oil Company	001	ST00BP00	PA

## EXHIBIT "F"

ATTACHED TO AND MADE A PART OF A CERTAIN ASSIGNMENT AND BILL OF SALE MADE EFFECTIVE APRIL 1, 2018 BY AND BETWEEN MARATHON OIL COMPANY AND FIELDWOOD ENERGY LLC

### The "Material Contracts"

PROSPECT	FILE NO	CONTRACT TYPE	CONTRACT DESCRIPTION	JURISDICTION	COUNTY	CONTRACT DATE	BLOCK	LEGAL	Comments
Innsbruck	EP 124510/0001	LIKE KIND EXCHANGE AND PARTICIPATION AGREEMENT	STATOIL USA E&P INC ET AL	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	11/1/2015	MISSISSIPPI CANYON BLOCK #993		Soft Consent - Para 30
Innsbruck	EP 112210/0001	OPERATING AGREEMENT	INNSBRUCK MARATHON STATOIL WOODSIDE	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	11/1/2011	MISSISSIPPI CANYON BLOCK #993	5/2	Preferential Right to Purchase - Para 24. 2 Consent - Para 24.1
Innsbruck	EP 128212/0001	EXCHANGE AGREEMENT	BP EXPLORATION AND PRODUCTION INC	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	9/1/2012	MISSISSIPPI CANYON BLOCK #992		Hard Consent - Para 25
Innsbruck	EP 130560	AREA OF MUTUAL INTEREST	Marathon Oil Company, Statoil USA E&P Inc, Woodside Energy [USA] Inc	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	6/11/2012	MISSISSIPPI CANYON BLOCK 992	5/2	This contract is now expired (6/1/2017)
Innsbruck		LETTER AGREEMENTS	STATOIL USA E&P INC	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	10/3/2012	MISSISSIPPI CANYON BLOCK #992	5/2	No Preferential Right and/or Consent. This letter detailed the assignment of interest regarding Block 992 (52).
Innsbruck		OPERATING AGREEMENT	992 OOA REFERENCED IN THE AMI DATED 6/11/2012 AGREES TO DISOLVE OOA DATED 10/22/2002 AND AGREES TO CREATE OOA DUPLICATE OF THE INNSBRUCK OOA (SEE EP 112210/0001 FOR LANGUAGE)	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	Never Executed	MISSISSIPPI CANYON BLOCK 992	5/2	No parties have executed this OOA, however, the AMI created it prior to its expiration.  Preferential Right to Purchase - Para 24. 2 Consent - Para 24.1
Innsbruck	EP 126493	LEASE EXCHANGE AGREEMENT	BHP BILLITON PETROLEUM (DEEPWATER) INC	NORTHERN GULF OF MEXICO	MISSISSIPPI CANYON	6/15/2012	MISSISSIPPI CANYON BLOCK 992	5/2	Hard Consent - Para 16